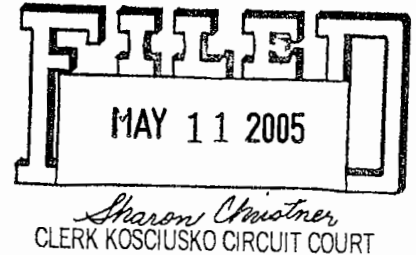


STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF KOSCIUSKO )

IN THE KOSCIUSKO CIRCUIT COURT

CAUSE NO. 43C01-0312-PL-932

STATE OF INDIANA,                        )  
  )  
                          Plaintiff,            )  
  )  
                          v.                     )  
  )  
NIKKI L. BRINDLE                         )  
  )  
                          Defendant.         )



**CONSENT JUDGMENT**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Nikki L. Brindle, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position the Defendant violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

**JURISDICTION AND SCOPE OF JUDGMENT**

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.
2. The State of Indiana's Verified Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. The Defendant, Nikki L. Brindle, has engaged in the sale of goods via Internet auctions from her home in Kosciusko County.

RELIEF ORDERED

4. The Defendant, Nikki L. Brindle, is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know that it does not have;
- b. representing expressly or by implication that the subject of a consumer transaction will be supplied to the public in greater quantity than the Defendant intends or reasonably expects;
- c. representing either orally or in writing that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that the Defendant can not; and
- d. representing either orally or in writing that the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, when the Defendant does not intend to sell it.

5. Attached and incorporated herein by reference as Exhibit "A" is a true and accurate listing of consumers that have filed complaints with the Office of the Attorney General. The Defendant has reviewed Exhibit "A" and admits she entered into each of these consumer transactions and has verified the restitution amounts for each consumer is accurate.

6. Pursuant to Ind. Code § 24-5-0.5-4(d), the Defendant agrees to cancel each contract entered into with consumers, including but not limited to those consumers identified in Exhibit "A."

7. Pursuant to Ind. Code § 24-5-0.5-4(c)(2), the Defendant further agrees to pay total consumer restitution of Two Hundred Thirty-Nine Thousand Four Hundred Fifty-One Dollars and Eighty-Four Cents (\$239,451.84). Said payments shall be made payable to the Office of the Attorney General for distribution to each aggrieved consumer, including but limited to those consumers identified in Exhibit "A", in an amount to be determined at the Attorney General's discretion.

8. Several of the consumers identified in Exhibit "A" may have previously obtained judgments against the Defendant in this cause of action. To the extent those judgments obtained by these consumers against the Defendant constitute consumer restitution related to the Defendant's failure to deliver items sold via the Internet, any payments made toward the satisfaction of the outstanding judgments in those causes shall result in a equal credit being applied to the judgment entered in this cause, until the judgment amount is fully satisfied. The Defendant shall not be required to reimburse the consumers for their losses twice and entry of this Consent Judgment shall in no way preclude any judgment creditors listed above from pursuing all legal remedies in collecting their respective judgments.

9. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5 -0.5-4(c)(3), the amount of One Thousand Dollars (\$1,000.00), representing the Plaintiff's costs of investigating and prosecuting this action.

10. The Defendant shall pay Five Hundred Dollars (\$500.00) per month to the State of Indiana in order to satisfy the monetary portion of this Judgment. The Defendant's first payment shall be due within ten (10) days of the Court's approval of this judgment, and shall be made prior to the fifth day of each subsequent month. Payments are due each month and additional payments made in any given month, while reducing the Judgment balance, shall not excuse payment for the subsequent month. Furthermore, should the Defendant fail to make any payment by the fifth of any given month, the Judgment balance shall immediately come due, without notice, and the Defendant shall have ten (10) days to pay the entire balance of the outstanding judgment. At the expiration of those ten (10) days, the State of Indiana may use any and all legal remedies available to it in order to enforce this judgment. Acceptance of late payments by the State of Indiana shall in no way alter this agreement, nor shall it affect the State of Indiana's rights to demand and receive full payment of the Judgment as a result of the Defendant's failure to abide by this agreement.

11. The Defendant shall not engage in the sale of goods via the Internet, until the monetary provisions of this judgment are fully satisfied. Furthermore, the Defendant shall not resume business as an individual, owner, principal, or investor in any subsequent business or corporation engaged in the sale of goods via the Internet until the monetary provisions of this judgment are fully satisfied. The Defendant may continue to promote her graphic design services and the term "sale of goods" shall not include the sale of artwork, crafts, or other items the Defendant has created using her skills.

CONTINUING JURISDICTION

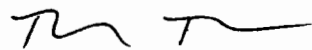
12. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court that obtains jurisdiction over the Defendant based on a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendant waives any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 11  
<sup>May</sup>  
day of ~~March~~, 2005.

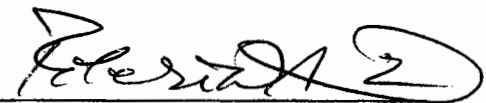
STATE OF INDIANA  
STEVE CARTER  
Indiana Attorney General

  
NIKKIL BRINDLE

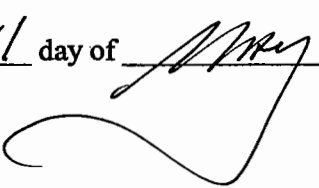
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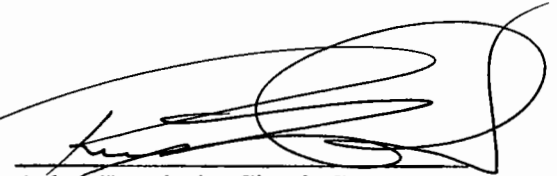
  
Terry Tolliver  
Deputy Attorney General  
Attorney No. 22556-49

Approved:

  
Robert W. Gevers, II  
Counsel for the Defendant

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED  
this 11 day of May, 2004.



  
Judge, Kosciusko Circuit Court

First Name	Last Name	City	State	Restitution
Marcie	Adler	Rockport	ME	\$2,540.00
Fazela	Ahmed	Catonsville	MD	\$1,740.00
Hisham	Almohammadi	Baton Rouge	LA	\$1,940.00
Samuel	Anderson	Seattle	WA	\$2,790.00
Kim	Avery	Reno	NV	\$1,465.00
Leslie	Baker	Rutland	VT	\$2,060.00
Richard	Barry	Neubruck	Germany	\$1,790.00
Rob	Bartholomew	Toronto, Ontario	Canada	\$2,065.00
Brian	Bassett	Auburn	CA	\$1,840.00
Rosalind	Beasley	Solana Beach	CA	\$2,540.00
Sean	Bishop	Phoenix	AZ	\$1,765.00
Stephane	Bordas	Wheaton	IL	\$2,174.00
Victor	Boykin	Long Beach	CA	\$2,640.00
Thomas	Bretz	New York	NY	\$1,765.00
Ryan	Brooks	Murray	KY	\$2,298.33
David	Brown	Washington	DC	\$1,740.00
Jason	Brown	San Francisco	CA	\$2,540.00
Tatsiana	Burankova	Cupertino	CA	\$2,540.00
Annette	Burden	Niles	OH	\$1,740.00
Duane	Byrd	Santa Cruz	CA	\$1,940.00
Juan	Calama	Miramar	FL	\$2,790.00
James	Carraway	Miami	FL	\$2,591.00
Dale	Christie	Carmel	IN	\$2,690.00
Elizabeth	Ciavatta	East Stroudsburg	PA	\$30.99
Jeffrey	Collins	Chula Vista	CA	\$147.00
Adam	Cowell	Ceres	CA	\$1,915.00
Dean	Creekmore	Riverside	CA	\$2,790.00
Linda	Davidson	Upper Marlboro	MD	\$2,065.00
Charles	Deary	Northridge	CA	\$1,590.00
Ryland	Degnan	Needham	MA	\$986.61
Charles	DeMayo	Syracuse	NY	\$1,515.00
Jim	Diepenbruck	Bowling Green	OH	\$1,865.00
Jeff	Donnenwerth	Roswell	GA	\$136.10
Vadim	Dostman	Old Lyme	CT	\$2,090.00
John	Duchac	Milwaukee	WI	\$2,790.00
Gerald	Dunnigan	Columbus Grove	OH	\$1,570.00
Todd	Ethridge	New Caney	TX	\$1,890.00
Michael	Fairbanks	Farmington	NM	\$2,540.00
Cyril	Farrington	Brooklyn	NY	\$2,540.00
Charles	Ferris	Truckee	CA	\$1,900.00
Richard	Fields	North Andover	MA	\$290.00
Kimberly	Frend	Laurel	MD	\$75.99
Michael	Friedman	Round Rock	TX	\$3,400.00
Nikola	Gjonaj	Clinton Township	MI	\$2,840.00
Werner	Grebe	Honolulu	HI	\$2,270.00
Stephen	Grubbs	Chatsworth	CA	\$1,840.00
Larry	Hamblin	Ankeny	IA	\$1,740.00
Thomas	Hamer	Mount Vernon	WA	\$2,540.00

First Name	Last Name	City	State	Restitution
Chris	Hamilton	Indianapolis	IN	\$1,865.00
Heath	Hamrick	Austin	TX	\$1,140.00
Stephen	Heagan	Philo	CA	\$2,116.00
Bill	Henthorn	Warsaw	IN	\$2,743.00
Russell	Hofer	Independence	MO	\$1,865.00
Daniel	Hohler	Los Angeles	CA	\$1,340.00
Mark	Holfeltz	APO	AE	\$2,040.00
Jason	Horine	Chicago	IL	\$2,590.00
William	Howard	Easton	MD	\$1,865.00
Michael	Hsu	Los Angeles	CA	\$1,840.00
Kevin	Hughes	Fort Lauderdale	FL	\$2,790.00
Alexander	Jeun	Astoria	NY	\$2,116.00
Howard	Johnson	Burbank	CA	\$2,840.00
John	Kalaigian	Westwood	NJ	\$305.00
Gary	Kanne	Minneapolis	MN	\$2,550.00
Peter	Kern	San Antonio	TX	\$1,840.00
Viktor	Kirilyuk	Harrisonburg	VA	\$1,891.00
Michael	Krapes	Riverside	CA	\$2,840.00
Raaj	Kumar	Fullerton	CA	\$1,890.00
Phillip	Ledbetter	Camden	AL	\$1,840.00
Jason	Ling	Saint Petersburg	FL	\$1,965.00
Michael	Lobby	Scappose	OR	\$2,590.00
Kenneth	Loechner	Ft. Wayne	IN	\$2,690.00
Jeff	Loudy	Alexandria	VA	\$2,090.00
James	Malia	Owego	NY	\$40.00
Gregory	Markle	Bloomsburg	PA	\$2,066.00
Richard	Massucci	New Hartford	NY	\$2,840.00
Diana	Matthews	Forest Hills	NY	\$1,915.00
Bruce	Meyer	Cardiff by the Sea	CA	\$2,540.00
Rafael	Morales	Spring Valley	CA	\$2,741.00
Ross	Morganstein	New York	NY	\$2,790.00
Luis	Navarro	San Pedro	CA	\$2,540.00
Jeffrey	Newfield	Daytona Beach	FL	\$2,841.00
Michael	Newman	Homosassa	FL	\$1,840.00
Christopher	Nichols	Arlington	WA	\$1,440.00
Brian	Nolan	Chatfield	MN	\$2,500.00
Jeff	Nordgaard	Bismark	ND	\$1,865.00
Brandon	Norris	San Francisco	CA	\$2,240.00
Michelle	Osorio	Chula Vista	CA	\$2,840.00
Carlo	Pablo	Los Angeles	CA	\$2,040.00
Curtiss	Peabody	Tampa	FL	\$1,890.00
William	Ridenour	Duncanville	TX	\$1,316.03
Mark	Roach	Saint Charles	MO	\$1,116.00
Mark	Rodriguez	Sylvania	OH	\$2,591.00
Joel	Ruggiero	Clearance Center	NY	\$1,740.00
Gail	Russell	Mechanicsville	VA	\$8.12
Valerie	Ryba	Broadview Heights	OH	\$1,840.00
Paul	Sanders	Thousand Oaks	CA	\$2,340.00

State v. Brindle, Exhibit A

First Name	Last Name	City	State	Restitution
Carl	Schanz	Brook Park	OH	\$1,865.00
Paul	Scharfe	West Los Angeles	CA	\$2,590.00
George	Scharoun	Farmington	ME	\$2,040.00
Geoffrey	Schmits	Yonkers	NY	\$2,590.00
Matthew	Schubkegel	Mount Prospect	IL	\$1,490.01
Joseph	Schubkegel	Mount Prospect	IL	\$1,440.00
Damian	Schumacher	Oconto	WI	\$1,765.00
Mark	Shina	Oak Ridge	NC	\$1,880.00
Todd	Shreiner	Santa Monica	CA	\$2,165.00
Bill	Siegmund	New York	NY	\$2,115.00
Donald	Sobczak	Portage	MI	\$1,380.00
Yoshihiko	Takeda	Martinez	GA	\$2,040.00
Peter	Thomsen	Brookline	MA	\$1,740.00
Joseph	Umbertino	Mesa	AZ	\$21.06
Pete	Vasquez	Lincoln	CA	\$1,965.00
John	Veldmeyer	Chestertown	NY	\$1,765.00
Richard	Verrill	Fredericksburg	VA	\$2,065.00
Jorge	Villalobos	El Paso	TX	\$2,590.00
Bill	Waggener	Traverse City	MI	\$2,140.60
Grzegorz	Wegrzynowicz	Elgin	IL	\$1,465.00
David	Wise	Colorado Springs	CO	\$2,790.00
Nestor	Wolansky	Berkeley	CA	\$2,065.00
Stephen	Yi	Walnut Creek	CA	\$1,840.00
Karina	Young	Jacksonville	FL	\$2,880.00
Ronald	Zolnai	Toledo	OH	\$1,865.00

**TOTAL     \$239,451.84**